

AGREEMENT BETWEEN

THE

CITY OF HACKENSACK, City of

Dep't. of Public Works

(Blue-collar Workers)



AND

RWDSU, LOCAL 29, RWDSU, AFL-CIO

FOR THE PERIOD

X 1-01-83 to 6-30-85

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PREAMBLE

THIS AGREEMENT entered into this *29th* day of *July*, 1983,
by and between the CITY OF HACKENSACK, New Jersey, and Local 29, RWDSU,
AFL-CIO.

It is agreed as follows:

ARTICLE I

GENERAL

1.1 The City of Hackensack, hereinafter referred to as the "City", and Local 29, RWDSU, AFL-CIO, hereinafter referred to as the "Union", in order to increase general efficiency among City employees, to maintain the existing harmonious relationship between the City and its employees and to promote the morale, rights, well-being and sincerity of the City employees, hereby agree as follows:

1.2 The Union and its individual members are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect and confidence of the general public.

ARTICLE II
RECOGNITION/AGENCY SHOP

2.1 The City hereby recognizes that the Union is the sole and exclusive representative of all full time employees of the Department of Public Works of the City, which includes blue collar workers employed by the City of Hackensack excluding supervisors (foreman and above) within the meaning of the Act, managerial executives, police, confidential employees, craft and professionals and all other employees, for the purposes of bargaining with respect to wages, hours of work and working conditions, in accordance with PERC R0-83-25.

2.2 The City, in accordance with the applicable State statutes and regulations, if any, shall deduct the dues of the Union and remit the sum so deducted to the Treasurer or Financial Secretary of the Union.

2.3 Representation Fee in Lieu of Dues: The City agrees that effective June 1, 1983, it will, in accordance with the provisions of N.J.S.A. 34:13A-5.51, deduct from the salaries paid to all non member employees in the bargaining unit a fee of 85% of the dues paid by each member of the Union and shall remit the sum so deducted to the Treasurer or Financial Secretary of the Union. The provisions of this Paragraph shall not be retroactive nor applicable to part-time or seasonal employees.

ARTICLE III

PERFORMANCE OF HIGHER DUTIES

3.1 Whenever an employee is appointed to the duties of a higher rated position on a provisional basis, subject to a Civil Service examination, such an employee shall be paid the higher rate of pay during the period of time he holds the new position.

3.2 Any member who shall be assigned as an Acting D.P.W. foreman and who shall serve in said acting capacity for more than three (3) consecutive days shall receive an additional \$10 per day for each day he serves in that acting position beyond the third consecutive day.

ARTICLE IV

WAGES

4.1 Wages:

A.) Effective on the dates shown, all employees covered by this Contract shall receive a wage increase as outlined below over their prior base salary.

<u>1-1-83</u>	<u>7-1-83</u>	<u>7-1-84</u>
\$ 750	\$ 700	\$ 1,600

B.) A pro rata salary increase, based upon months of service, shall be granted to employees hired during the preceding calendar year.

4.2 Sanitation employees to work on garbage collection shall receive an annual stipend each December of \$200, provided that such stipend shall be reduced on a pro-rata basis for employees who fail to work the same route (which route had not been worked on the prior holiday) on the next subsequent pick-up day for that route. Vacation time shall not count toward the pro-rata reduction above.

ARTICLE V

LONGEVITY

5.1 LONGEVITY:

In addition to the salary ranges indicated, each employee will receive longevity pay of one percent (1%) for each two (2) years of service, computed on the amount of the base salary of the employee at the time he becomes eligible for such longevity payment. In order to qualify for such longevity pay, the employee must have earned two (2) years service credit on or before January 4, March 31, June 30, or September 30, in order to receive the added one percent (1%) longevity pay for the ensuing quarters. Whenever an employee receives an increase in salary during the year as the result of a change in base salary for promotion, increment, wage increase or new position, the employee will receive a longevity increase on the new base salary at the same percentage as heretofore received on the prior base salary. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments. Longevity payments will be computed from the time the employee first became employed on a full-time basis by the City. Leaves of absence without pay, with the exception of employees on official leave of absence due to military duty, will not be considered in determining the length of service.

5.2 Any employee hired from and after the effective date of August 1, 1983, will receive longevity pay at the rate of 2% for each four (4) years of service, provided however, that in no event shall the longevity pay of any such employee exceed ten (10) per cent of the base salary.

ARTICLE VI

CLOTHING AND TOOLS

6.1 CLOTHING ALLOWANCE:

The City will provide work clothes for the members of the Union in accordance with past practice.

There shall be paid to each full-time, non-seasonal, member of the bargaining unit, during the life of this Agreement, a single payment of \$25 which sum is to be used for the purchase of a winter jacket in 1983. Said payment shall be made during the month of October or November, 1983.

6.2 TOOLS:

The City will pay to each mechanic an annual sum as shown below for tools and equipment replacements and for the wear and tear of the mechanics' tools:

1983 - \$135

1984 - \$140

Said payment shall be made during the last period of each year. In those cases where service is less than a full calendar year, he shall receive only a pro rata amount for his tool allowance.

ARTICLE VII

EDUCATION

7.1 EDUCATION:

Education allowances for job related courses shall be permitted in any approved college, university or high school when approved in advance in writing by the Superintendent, which approval shall not be unreasonably withheld. For those employees taking high school courses, such courses shall be taken at Hackensack High School. Payment of tuition shall be made to the student upon successful completion of the course. Tuition payment shall be equivalent to the tuition charged by a community college.

ARTICLE VIII

INJURY LEAVE

8.1 Whenever an employee subject to this Contract is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he shall be entitled to injury leave with full pay, at the rate of pay in existence at the time of his injury, for a maximum of one (1) year commencing with the date of such injury, or until such time as he has been accepted for retirement by the Public Employees Retirement Pension System. Any payments of temporary disability insurance by the City or its Workmen's Compensation Insurance Carrier shall be credited toward the full pay set forth above.

8.2 The City shall pay hospital, medical and surgical expenses incurred by any member of the Union who is injured in the performance of his duties. Any employee with fifteen (15) or more years service with the City and who is retired on disability with the Public Employees Retirement System shall receive full hospitalization and medical coverage. Their premiums will be paid by the City.

ARTICLE IX

SICK LEAVE

9.1 Sick Leave shall be fifteen (15) days per year accumulative as covered under Civil Service Rules and Regulations, and subject to State statutes.

9.2 When an employee does not report for duty for a period of greater than three (3) days or totaling more than ten (10) days in an eight (8) month period because of sickness, he shall show proof of his inability to work by submitting to the employee's supervisor, if requested, a certificate, signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates a leave is requested, physically able to perform any duty connected with his job. In case the absence is due to a contagious disease, a certificate from the Department of Health shall be required. If requested, the employee shall submit to an examination by a physician appointed by the City to substantiate such illness.

9.3 In order to receive compensation while absent on sick leave, the employee shall notify his supervisor within one (1) hour after the time set for him to begin his daily schedule. An employee who is absent for five (5) consecutive days or more and does not notify his department head or some other responsible representative of the City on any of the first five (5) days will be subject to dismissal in accordance with the Civil Service rules.

9.4 Each employee shall be entitled to one hundred percent (100%) of his or her unused sick leave if they retire after twenty-five (25) years of service, except in the case of disability retirement wherein a minimum number of years of service shall not be required.

9.5 The provisions of 9.4 shall not be applicable to employees hired from and after the date of August 1, 1983. In the case of each such employee he shall be entitled to 75% of his unused sick leave if he retires after twenty-five (25) years of service, except in the case of disability retirement wherein a minimum number of years of service shall not be required. The maximum amount to which any such employee shall be entitled under the provisions of this paragraph shall not exceed \$14,000.

9.6 In the event an employee dies prior to retirement, without respect to years of service, the employee's estate shall receive the retirement leave benefit.

9.7 Sick leave with pay will not be allowed under the following conditions:

- a) If the employee, when under medical care, fails to carry out the order of the attending physician.
- b) If, in the opinion of the City physician, the employee is ill or disabled because of self-inflicted wounds, self-inflicted intoxication or the use of habit forming drugs.
- c) Sick leave shall not be allowed for such things as ordinary dental care or for non-medical professional services.
- d) More than three (3) consecutive days sick without a doctor's certification.
- e) More than ten (10) accumulated sick leave in an eight (8) month period, without a doctor's certification.

ARTICLE X
HEALTH BENEFITS

10.1 The City shall provide hospitalization insurance coverage, major medical insurance coverage with a Rider "J" endorsement with total coverage at least equal to the coverage currently in effect for employees covered by this Contract.

10.2 The City will pay for hospitalization insurance coverage for all Union retirees, provided that the retiree has a minimum of 15 years service credit upon retirement or is qualified for disability retirement by PERS, to commence at age fifty-five (55) until such time as the employee becomes eligible for Medicare. (Members retired previous to January 1, 1969, not to be included in this coverage.) At age sixty-five (65) coverage to be for employee's (not spouse) Medicare only.

10.3 The City shall repair eyeglasses when eyeglasses are damaged or broken in the course of employment for members of the Union.

10.4 Effective January 1, 1981, the City and the Members of the Union shall provide a Dental Benefit Insurance Program during the term of this Agreement sponsored by the New Jersey Dental Service Plan, Inc., being Program III-A, together with orthodontic coverage not to exceed \$800 per year per patient, subject to the following conditions:

- a) The City shall pay the lessor of 50% of the enrollee's annual premium or \$150.00 (pro rata for mid-year enrollees) and the enrollee shall pay the balance through periodic payroll deductions.
- b) It is understood and agreed that no employee shall be obligated to participate in said Program, however, once enrollment is refused by the employee, subsequent enrollment shall be denied.
- c) Part-time and seasonal employees shall not be eligible for this insurance.
- d) Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company provided however that the coverage provided by such change shall not be substantially different from that previously enjoyed.
- e) The City's contribution as herein above set forth shall continue for as long as the enrolled employee continues to be employed by the City and receives a bi-weekly pay check.
- f) An employee may, where permitted by the insurance company, continue this coverage by paying the total premium directly to the insurance company.

ARTICLE XI

FUNERAL LEAVE

11.1 In the event of a death occurring in the immediate family of a member of the Union, that member shall be granted three (3) calendar days off, without loss of pay, or loss of any of his accumulated sick leave.

11.2 Immediate family shall be defined to include spouse, children, mother, father, brother, sister, grandparents, mother-in-law or father-in-law of the employee.

ARTICLE XII

GRIEVANCE AND ARBITRATION PROCEDURE

12.1 A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this Agreement.

12.2 A grievance must be initiated by the employee within ten (10) working days from the time the employee knew or should have known of its occurrence.

12.3 Failure at any step of this procedure of the employer or its representative to communicate the decision on a grievance within the specified time limits shall permit the employee to proceed to the next step. Failure at any step of this procedure of the Union to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

12.4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the City until such grievance has been fully determined.

STEP ONE:

12.5 The grievance shall be discussed by the employee involved and the Union representative with the immediate supervisor designated by the City. The answer by the said supervisor shall be in writing and shall be rendered to the Union within three (3) days of the close of the said discussion.

STEP TWO:

12.6 If the grievance is not settled by Step One, within five (5) working days of receipt of the answer at Step One, the grievance shall be reduced to writing by the Union and submitted to the Superintendent, or any person designated by him, and the answer to such grievance by the said Superintendent shall be in writing and shall be rendered to the Union and the individual employee within five (5) days of submission.

STEP THREE:

12.7 If the grievance is not settled at Step Two, the Union shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the City Manager for his consideration. A written answer to such grievance by the said City Manager shall be rendered to the individual employee and the Union within seven (7) days of submission.

STEP FOUR:

12.8 If the grievance is not settled at Step Three, the individual employee or the Union shall have the right within five (5) working days of receipt of the answer at Step Three to pursue all legal remedies afforded by the provisions of the Civil Service Act and/or to submit such grievance to an arbitrator. The arbitrator shall be selected in accordance with the Rules and Regulations of the New Jersey Public Employment Relations Commission. The arbitrator shall have full power to hear the dispute and make a final determination,

which shall be binding on all parties. The arbitrator shall not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs but the costs of the arbitrator shall be borne by the unsuccessful party.

WORK STOPPAGES:

12.9 Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignations, mass absenteeisms or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the City's facilities, so long as these procedures have not been violated.

12.10 Nothing contained herein shall be deemed to diminish or modify any rights or remedies of any of the parties as contained in any laws or statutes or any regulations promulgated by any governmental agency.

ARTICLE XIII

STANDBY/RECALL

13.1 All employees on official standby shall be paid a sum per day as outlined below, regardless of whether or not they are called upon to perform their duties:

1983 - \$3.75

1984 - \$4.00

13.2 Recall: Whenever any member of the bargaining unit is recalled to perform work during a period that is not contiguous to his regularly scheduled work, he shall be guaranteed pay for a period of two (2) hours. The City shall have the option of relieving any employee so recalled from remaining at work for the two (2) hour period.

ARTICLE XIV

VACATIONS

14.1 All employees shall be granted vacation leave based upon the following from date of hire:

<u>YEARS OF SERVICE BY 12/31</u>	<u>VACATION DAYS EARNED</u>
First Year	1 day per full month
1 Year	12 Work Days
3 Years	13 Work Days
5 Years	14 Work Days
10 Years	16 Work Days
15 Years	18 Work Days
20 Years	21 Work Days
25 Years	23 Work Days
30 Years	26 Work Days

Vacation leave must be earned before it can be taken. Vacation leave earned in one year shall be taken after January 1, of the next year.

14.2 All employees working on a forty-eight (48) hour week will receive two (2) additional vacation days.

14.3 When determining the amount of vacation leave to which employees whose scheduled work week is six (6) days shall be entitled (e.g., employees in the Sanitation Department), credit shall be given of an additional one-half day's pay per full week of vacation, in recognition of the time and one-half pay being received by those employees for work on Saturdays.

14.4 Persons having the greatest seniority shall be given first priority provided, however that their requests have been filed on time and provided further that the honoring of such requests will not impair the ability of the City to properly operate during such requested vacation time.

14.5 One split per year only shall be permitted for a vacation period.

14.6 Nothing contained in this Article shall be deemed to interfere with the right of management to either cancel a vacation or to change the time for the taking of same where the interests of the department so dictate.

ARTICLE XV

HOLIDAYS

15.1 The following days are recognized as paid holidays for the purpose of this Agreement:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Election Day/General/November
Christmas Day

15.2 If any holidays fall on a Sunday, the Monday after shall be considered and recognized as the holiday for the purposes of this Agreement.

15.3 If any holidays fall on a Saturday, the Friday before shall be considered and recognized as the holiday for the purposes of this Agreement.

15.4 An employee who is scheduled to work on a holiday and fails to report to work on said holiday shall not receive any pay for that holiday; however, if the employee's failure to work is as the result of leave permitted under the terms of this Agreement, he shall receive one day's pay only, which shall be for the one day of permitted leave. If said employee calls in sick on a holiday, he shall receive one (1) day's pay only, which shall be for the one sick day.

ARTICLE XVI

PERSONAL DAY

16.1 Effective January 1, 1980, and each subsequent January 1, one (1) personal day off with pay shall be granted to all employees covered by this Contract to be used within that calendar year.

16.2 This personal day shall be requested, in writing, 72 hours in advance and approved by the employee's department head.

16.3 This day shall not be used before or after a scheduled vacation period or a legal holiday as defined in this Contract.

16.4 A new employee must have a minimum of six (6) months service credit within the calendar year before he/she is eligible for this benefit for the same calendar year.

16.5 Temporary employees and part-time employees are not eligible for this benefit.

ARTICLE XVII
OVERTIME PROVISIONS

17.1 For the purposes of this Article the work week shall commence on Sunday and terminate at Midnight on the subsequent Saturday.

17.2 Each employee shall be paid at the rate of time and one-half ($1\frac{1}{2}$) for all work performed in excess of forty (40) hours per work week.

17.3 Subject to the provisions of section 17.6, employees required to work on Saturday shall be paid at the total rate of time and one half ($1\frac{1}{2}$) provided however that they have worked a minimum of forty (40) hours in that work week.

17.4 Subject to the provisions of section 17.6, employees required to work on Sunday shall be paid at the total rate of double time provided however that they have worked a minimum of forty (40) hours in that work week.

17.5 Subject to the provisions of section 17.6, employees required to work on a holiday shall be paid the total rate of double time and one-half ($2\frac{1}{2}$) for all hours worked on that holiday provided however that they have worked a minimum of forty (40) hours in that work week.

17.6 For the purposes of computing premium time, absences due to the use of sick days, vacation days, holidays, Personal Day and funeral leave or other paid leave shall be considered as days worked.

ARTICLE XVIII

SAFETY

18.1 A member of the Union shall be appointed as a member of the Safety Committee of the City of Hackensack. The Union will submit five (5) names to the City Manager. The City Manager will then select one of the five to serve on the Safety Committee.

ARTICLE XIX

MEMBERSHIP MEETINGS/SHOP STEWARDS

19.1 The City shall allow the Union one (1) hour of paid time per month for the conduct of membership meetings of the Union. Such meeting will be held after 3:00 P.M., and the Union will give to the Director of Public Works, five (5) days notice of such a meeting.

19.2 The Union shall designate, in writing, three (3) duly appointed/elected Union Shop Stewards who shall be given reasonable time to process grievances and conduct other Union business during the work day provided, however, that in conducting such business and in processing grievances same shall take place during times when such activity will not interrupt or interfere with the carrying on of normal activities.

ARTICLE XX

EMERGENCY LUNCH PAYMENT

20.1 The City shall pay to each employee the sum of \$2.50 to be used as lunch money when that employee is called back, after punching his time card out for that day, to work any time after his normal work day.

20.2 The City shall pay to each employee the sum of \$2.50 to use as lunch money when that employee, who has not punched his time card out for that day, is asked and works not less than two (2) hours after his normal work day.

20.3 A second lunch payment shall be made at the end of the second full shift in the event that an employee is required to work two full shifts in any normal work day.

20.4 For the purpose of this Contract an emergency shall be defined as an unforeseen combination of circumstances which calls for immediate action.

ARTICLE XXI

MANAGEMENT RIGHTS

21.1 The Union recognizes that the City may not, by this Agreement, delegate authority and responsibility which by law are imposed upon and lodged with the City.

21.2 The City reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and rules and regulations of the New Jersey Civil Service Commission and the Public Employment Relations Commission to do the following:

- i. to direct employees of the City;
- ii. to hire, assign, promote, transfer and retain employees covered by this Agreement with the City or to suspend, demote, discharge or take disciplinary action against employees;
- iii. to make work assignments, work and shift schedules including overtime assignments;
- iv. to relieve employees from duties because of the lack of work or other legitimate reasons;
- v. to maintain the efficiency of the City operations entrusted to it;
- vi. to determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE XXII

SENIORITY

22.1 The assignment for individuals covered by this Agreement shall be the sole prerogative of the City. Where all other factors are equal, in the opinion of the City, the assignment shall be given to the senior person.

22.2 Whenever, in the opinion of the City, the senior person is not sufficiently qualified to carry out the assignment, such assignment shall not be given to such person.

ARTICLE XXIII

DURATION

23.1 This collective bargaining Agreement shall be effective for the period from January 1, 1983, through June 30, 1985.

23.2 This Agreement contains the entire understanding of the parties and is full and final settlement of all wage and economic demands raised by the Union in the course of the negotiations. It may be modified or amended only by written supplement thereto executed by the parties hereto.

ARTICLE XXIV

CONFLICT WITH STATUTORY REQUIREMENTS

24.1 Any provisions of this Agreement in conflict with any statute or regulation of any State commission or authority, including but not limited to the Civil Service Commission and the Public Employment Relations Commission, shall be deemed null and void.


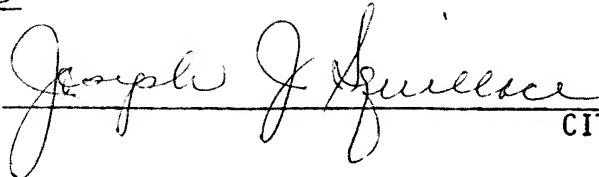
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF HACKENSACK



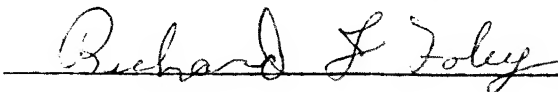
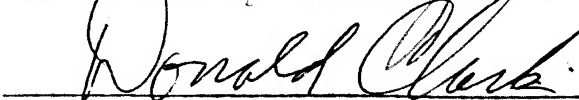
MAYOR

ATTEST:


CITY CLERK

CITY MANAGER

LOCAL 29, RWDSU, AFL-CIO



WITNESS:
